

EXHIBIT “A”

1 **COMP**
 2 RAMZY PAUL LADAH, ESQ.
 3 Nevada Bar No. 11405
 4 **LADAH LAW FIRM**
 5 517 S. Third Street
 6 Las Vegas, NV 89101
 7 ramzy@ladahlaw.com
 8 T: 702.252.0055
 9 F: 702.248.0055
 10 Attorneys for Plaintiff

CASE NO: A-22-854101-C
 Department 19

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 MICHELLE D. CRENSHAW, an individual;
 10 Plaintiff,
 11 vs.
 12 99 CENTS ONLY STORES, LLC.; DOES I
 13 through XXX, inclusive and ROE BUSINESS
 14 ENTITIES I through XXX, inclusive,
 15 Defendants.

CASE NO. _____

DEPT. NO. _____

COMPLAINT

16 COMES NOW the Plaintiff MICHELLE D. CRENSHAW, by and through her counsel of
 17 record RAMZY PAUL LADAH, ESQ. and for her claims of relief against the Defendants, and
 18 each of them, alleges and complains as follows:

JURISDICTION

19 1. At all times relevant hereto, Plaintiff was and still is a resident of the County of
 20 Clark, State of Nevada.

21 2. At all times relevant hereto, Defendant 99 CENTS ONLY STORES, LLC
 22 (hereinafter "STORES") was and still is a foreign company that was and still is duly authorized
 23 to conduct business in the County of Clark, State of Nevada.

24 3. That at all times relevant herein, Defendants designated as DOES I through XXX
 25 and ROE BUSINESS ENTITIES I through XXX, in their true capacities, whether individual,
 26 corporate, associate or otherwise of the Defendants named herein are unknown to Plaintiff who,
 27 therefore, sues said Defendants by said fictitious names; Plaintiff is informed, believes and

1 thereon alleges that each of the Defendants designated as a DOES I through XXX and ROE
 2 BUSINESS ENTITIES I through XXX are responsible in some manner for the events and
 3 happenings referred to herein, and caused damages proximately to Plaintiff as herein alleged, and
 4 Plaintiff will ask leave of this court to amend this Complaint to insert the true names and
 5 capacities of DOES I through XXX and ROE BUSINESS ENTITIES I through XXX, when the
 6 same have been ascertained and to join such Defendants in this action.

7 **GENERAL ALLEGATIONS**

8 4. Plaintiff repeats and realleges each and every allegation contained in this
 9 Complaint and incorporates the same herein by reference as though fully set forth herein
 10 verbatim.

11 5. At all times relevant hereto, particularly on or about August 7, 2020, Defendant
 12 STORES either owned, managed, controlled, or in some other way was in charge of a certain
 13 premises known as 99 CENTS ONLY STORE., located at 45 N. Nellis Blvd., City of Las Vegas,
 14 County of Clark, State of Nevada (hereinafter "subject premises").

15 6. At all times relevant hereto, Defendants were the agents, servants, and employees
 16 of each and every other Defendant and were acting within the course and scope of said
 17 employment and agency.

18 7. Defendants were the owners, operators, managers, controllers, inspectors,
 19 supervisors and controllers of the premises and of the common areas of the subject premises.

20 8. At all times relevant hereto, Plaintiff was an invitee and guest of Defendant
 21 STORES and was legally upon its premises.

22 9. At all times relevant hereto, Plaintiff was walking through the subject premises
 23 when she slipped and fell on a foreign substance that was negligently left on the floor, in a
 24 pedestrian traffic way.

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FIRST CAUSE OF ACTION
(Negligence)

3 10. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1
4 through 9 and incorporates the same herein by reference as though fully set forth herein
5 verbatim.

6 11. At all times relevant hereto, the Defendants, and each of them, were in control of
7 the subject premises and had a duty to maintain and inspect the subject premises for the care,
8 safety and protection of those persons present on the subject premises, including Plaintiff.

9 12. At all times relevant hereto, Defendants, and each of them, negligently and
10 recklessly maintained and inspected the subject premises so that it was permitted to remain in an
11 unreasonably dangerous condition, presenting a danger to unsuspecting patrons, including
12 Plaintiff.

13 13. Defendants, and each of them, and/or their agents, employees and servants had
14 notice, actual or constructive, of the dangerous condition, and therefore had full knowledge of, or
15 should have had full knowledge of, the dangerous condition and failed to remedy the dangerous
16 condition or otherwise take action to make it safe

17 14. Defendants, and each of them, and/or their agents, employees and servants,
18 breached the duty of care owed to Plaintiff by negligently maintaining and inspecting the subject
19 premises and further failing to warn Plaintiff of the unreasonably dangerous condition..

20 15. As a result of Defendant's aforesaid negligent actions and/or failures to act,
21 Plaintiff was injured in her health, strength and activity, sustaining shock and injury to her body
22 and person, all of which have caused, and will continue to cause, the Plaintiff physical, mental,
23 and nervous pain and suffering.

24 | // / / /

25 | 11111

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27 | // / / /

16. As a result of Defendant's aforesaid negligent actions and/or failures to act,
1 Plaintiff has incurred expenses for medical care and treatment, expenses incidental thereto, loss
2 wages and loss of earning capacity, all to Plaintiff's damage, the present amount of which is
3 unknown but is currently in excess of \$15,000.00; such expenses and losses will continue in the
4 future, all to Plaintiff's damage in a presently unascertainable amount. In this regard, Plaintiff
5 prays for leave of Court to insert all said damages herein when the same have been fully
6 ascertained.

8 17. As a result of Defendants' aforesaid negligent actions, it has been necessary for
9 Plaintiff to retain LADAH LAW FIRM to prosecute this action, and Plaintiff is entitled to
10 recover reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
(Negligent Hiring, Training, Supervision and Policies/Procedures)

13 18. Plaintiff repeats and realleges each and every allegation contained in this
14 Complaint and incorporates the same herein by reference as though fully set forth herein
15 verbatim.

16 19. Defendants STORES and ROE BUSINESS ENTITIES I through XXX acted
17 negligently, among other reasons in failing to do the following:

18 i. Establish and implement proper policies and procedures for employees, staff and
19 agents working for Defendant STORES;

20 ii. Establish and implement property policies and procedures for proper
21 maintenance, repair, inspection and/or upkeep of the subject premises;

22 iii. Establish and implement property policies and procedures for warning customers,
23 or otherwise informing such customers, of potentially dangerous conditions;

24 iv. Properly, responsibly and prudently hire employees;

25 v. Properly, responsibly and prudently investigate employees before hiring them;

26 vi. Properly, responsibly and prudently supervise and/or manage employees once
27 they were hired;

9 20. As a result of Defendant's aforesaid negligent actions and/or failures to act,
10 Plaintiff was injured in her health, strength and activity, sustaining shock and injury to her body
11 and person, all of which have caused, and will continue to cause, the Plaintiff physical, mental,
12 and nervous pain and suffering.

13 21. As a result of Defendant's aforesaid negligent actions and/or failures to act,
14 Plaintiff has incurred expenses for medical care and treatment, expenses incidental thereto, loss
15 wages and loss of earning capacity, all to Plaintiff's damage, the present amount of which is
16 unknown but is currently in excess of \$15,000.00; such expenses and losses will continue in the
17 future, all to Plaintiff's damage in a presently unascertainable amount. In this regard, Plaintiff
18 prays for leave of Court to insert all said damages herein when the same have been fully
19 ascertained.

20 22. As a result of Defendants' aforesaid negligent actions, it has been necessary for
21 Plaintiff to retain LADAH LAW FIRM to prosecute this action, and Plaintiff is entitled to
22 recover reasonable attorneys' fees and costs.

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1 WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

2 1. For general damages and loss in an amount in excess of ten thousand dollars
3 (\$15,000.00);
4 2. For special damages in an amount to be determined at time of trial;
5 3. For economic damages in an amount to be determined at time of trial;
6 4. For prejudgment interest, reasonable attorney's fees and costs; and
7 5. For such other and further relief as the Court may deem just and proper.

8 DATED this 15th day of June, 2022.

9 **LADAH LAW FIRM**

10 */s/ Ramzy P. Lada*

11

RAMZY PAUL LADAH, ESQ.
12 Nevada Bar No. 11405
13 517 S. Third Street
14 Las Vegas, NV 89101
15 Attorneys for Plaintiff

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17

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28

1 IAFD
2 RAMZY P. LADAH, ESQ.
3 Nevada Bar No. 11405
4 **LADAH LAW FIRM**
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6 Las Vegas, NV 89101
7 litigation@ladahlaw.com
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9 F: 702.248.0055
10 *Attorneys for Plaintiff*

CASE NO: A-22-854101-C
Department 19

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 MICHELLE D. CRENSHAW, an individual;

10 Plaintiff,

11 vs.

12 99 CENTS ONLY STORES, LLC.; DOES I
13 through XXX, inclusive and ROE BUSINESS
14 ENTITIES I through XXX, inclusive,

Defendants.

CASE NO. _____

DEPT. NO. _____

**INITIAL APPEARANCE FEE
DISCLOSURE**

15
16 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
17 submitted for the party appearing in the above-entitled action as indicated below.

18 MICHELLE D. CRENSHAW \$ 270.00

19 **TOTAL REMITTED** \$ 270.00

20 DATED this 15th day of June, 2022.

21 **LADAH LAW FIRM**

22
23 /s/ Ramzy Paul Lada, Esq.

24
25
26 RAMZY PAUL LADAH, ESQ.
27 Nevada Bar No. 11405
28 517 S. Third Street
Las Vegas, NV 89101
Attorneys for Plaintiff

1 ANS
 2 LEW BRANDON, JR., ESQ.
 3 Nevada Bar No. 5880
 4 ANDREW GUZIK, ESQ.
 5 Nevada Bar No. 12758
 6 HOMERO GONZALEZ, ESQ.
 7 Nevada Bar No. 15231
 8 **BRANDON | SMERBER LAW FIRM**
 9 139 E. Warm Springs Road
 10 Las Vegas, Nevada 89119
 11 (702) 380-0007
 12 (702) 380-2964 – *facsimile*
 13 l.brandon@bsnv.law
 14 a.guzik@bsnv.law
 15 h.gonzalez@bsnvlaw.com
 16 Attorneys for Defendant,
 17 99 CENTS ONLY STORES, LLC.

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12 **DISTRICT COURT**
 13 **CLARK COUNTY, NEVADA**

14 MICHELLE D. CRENSHAW, an individual;

15 Plaintiff,

CASE NO.: A-22-854101-C
 DEPT. NO.: 19

16 vs.

17 99 CENTS ONLY STORES, LLC.; DOES I
 18 through XXX, inclusive and ROE BUSINESS
 19 ENTITIES I through XXX, inclusive,

20 Defendants.

21 **DEFENDANT, 99 CENTS ONLY STORES, LLC.'S**
 22 **ANSWER TO PLAINTIFF'S COMPLAINT**

23 COMES NOW, Defendant, 99 CENTS ONLY STORES, LLC., by and through its
 24 attorneys, LEW BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO GONZALEZ,
 25 ESQ., of BRANDON | SMERBER LAW FIRM, and hereby answers Plaintiff's Complaint on file
 26 herein as follows:

1. Answering Paragraphs 1 and 3 of Plaintiff's Complaint on file herein, Defendant
2 is without sufficient knowledge or information to form a belief as to the truth or falsity of the said
3 allegations and therefore denies same.

4. Answering Paragraph 2 of Plaintiff's Complaint on file herein, Defendant admits
5 the allegations contained therein.

GENERAL ALLEGATIONS

8. Answering Paragraph 4 of Plaintiff's Complaint on file herein, Defendant repeats
9 and realleges each and every allegation contained in Paragraphs 1 through 3 as though fully set
10 forth herein.

11. Answering Paragraphs 5, 6, 7 and 8 of Plaintiff's Complaint on file herein,
12 Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity
13 of the said allegations and therefore denies same. Answer Paragraph 9 of Plaintiff's Complaint,
14 "At all times relevant hereto, Plaintiff was walking through the subject premises when she slipped
15 and fell on a foreign substance", Defendant is without sufficient knowledge or information to
16 form a belief as to the truth or falsity of the said allegation and therefore denies same. As to, "that
17 was negligently left on the floor", Defendant denies the allegations contained therein. As to, in a
18 pedestrian traffic way", Defendant is without sufficient knowledge or information to form a belief
19 as to the truth or falsity of the said allegation and therefore denies same.

FIRST CAUSE OF ACTION (Negligence)

24. Answering Paragraph 10 of Plaintiff's Complaint on file herein, Defendant
25 repeats and realleges each and every allegation contained in Paragraphs 1 through 9 as though
26 fully set forth herein.

27. //

6. Answering Paragraphs 11 of Plaintiff's Complaint on file herein, Defendant is without sufficient knowledge or information to form a belief as to the truth or falsity of the said allegations and therefore denies same.

7. Answering Paragraphs 12, 13, 14, 15, 16 and 17 of Plaintiff's Complaint on file herein, Defendant denies each and every allegation contained therein.

SECOND CAUSE OF ACTION
(Negligent Hiring, Training, Supervision and Policies/Procedures)

8. Answering Paragraph 18 of Plaintiff's Complaint on file herein, Defendant repeats and realleges each and every allegation contained in Paragraphs 1 through 17 as though fully set forth herein.

9. Answering Paragraphs 19 (subsections: i, ii, iii, iv, v, vi, vii, viii, ix and x), 20, 21 and 22 of Plaintiff's Complaint on file herein, Defendant denies each and every allegation contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Defendant alleges that at the time and place alleged in Plaintiff's Complaint, Plaintiff did not exercise ordinary care, caution or prudence for the protection of herself and any damages complained of by the Plaintiff in her Complaint, were directly or proximately caused or contributed to by the fault, failure to act, carelessness and negligence of Plaintiff.

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THIRD AFFIRMATIVE DEFENSE

Defendant alleges that the Plaintiff assumed whatever risk or hazard existed at the time of this incident, if any there were, and was therefore responsible for the alleged damage suffered and further that the Plaintiff was guilty of negligence of her own acts which caused or contributed to by the fault, failure to act, carelessness or negligence of Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

All the risks and dangers involved in the factual situation described in Plaintiff's Complaint, if any there were, were open, obvious and known to the Plaintiff and by reason thereof, Plaintiff assumed the risks and dangers inherent thereto.

FIFTH AFFIRMATIVE DEFENSE

Defendant alleges that the negligence of the Plaintiff exceeded that of the Defendant, and that the Plaintiff is thereby barred from recovery.

SIXTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, as amended: All possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer to allege additional affirmative defenses if subsequent investigation warrants.

SEVENTH AFFIRMATIVE DEFENSE

The damages sustained by Plaintiff, if any, were caused by the acts of third persons who were not agents, servants or employees of this answering Defendant and who were not acting on behalf of this answering Defendant in any manner or form and as such, this Defendant is not liable in any matter to the Plaintiff.

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EIGHTH AFFIRMATIVE DEFENSE

Defendant at all times relevant to the allegations contained in Plaintiff's Complaint, acted with due care and circumspection in the performance of any and all duties imposed on it.

NINTH AFFIRMATIVE DEFENSE

That it has been necessary of the Defendant to employ the services of an attorney to defend the action and a reasonable sum should be allowed Defendant for attorney's fees, together with costs of suit incurred herein.

TENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate her alleged damages, and, to the extent of such failure to mitigate any damages awarded to Plaintiff, should be reduced accordingly.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by applicable statutes of limitations.

TWELFTH AFFIRMATIVE DEFENSE

Defendant objects as to authentication, foundation and genuineness of all of Plaintiff's medical providers and documents listed or presented by Plaintiff.

WHEREFORE, Defendant, 99 CENTS ONLY STORES LLC., prays as follows:

1. That Plaintiff take nothing by way of her Complaint on file herein;
2. For reasonable attorney's fees and costs of suit incurred herein;

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1 **DMJT**
 2 **LEW BRANDON, JR., ESQ.**
 3 Nevada Bar No. 5880
 4 **ANDREW GUZIK, ESQ.**
 5 Nevada Bar No. 12758
 6 **HOMERO GONZALEZ, ESQ.**
 7 Nevada Bar No. 15231
 8 **BRANDON | SMERBER LAW FIRM**
 9 139 E. Warm Springs Road
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 11 (702) 380-0007 (702) 380-2964 – *facsimile*
 12 l.brandon@bsnv.law
 13 a.guzik@bsnv.law
 14 h.gonzalez@bsnvlaw.com
 15 *Attorneys for Defendant,*
 16 *99 CENTS ONLY STORES, LLC.*

17 **DISTRICT COURT**
 18 **CLARK COUNTY, NEVADA**

19 MICHELLE D. CRENSHAW, an individual;

20 Plaintiff,

21 CASE NO.: A-22-854101-C
 22 DEPT. NO.: 19

23 vs.

24 99 CENTS ONLY STORES, LLC.; DOES I
 25 through XXX, inclusive and ROE BUSINESS
 26 ENTITIES I through XXX, inclusive,

27 Defendants.

DEMAND FOR JURY TRIAL

28 COMES NOW, Defendant, 99 CENTS ONLY STORES, LLC., by and through its
 29 attorney of record, LEW BRANDON, JR., ESQ., ANDREW GUZIK, ESQ., and HOMERO
 30 GONZALEZ, ESQ., of BRANDON | SMERBER LAW FIRM, and hereby demands a Jury Trial
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 32 ///
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 35 ///
 36 ///
 37 ///
 38 ///
 39

1 in the above-entitled action.

2 DATED this 11th day of July, 2022.

3 **BRANDON | SMERBER LAW FIRM**

4
5 /s/ Lew Brandon, Jr. Esq.
6 **LEW BRANDON, JR., ESQ.**

7 Nevada Bar No. 5880
8 **ANDREW GUZIK, ESQ.**
9 Nevada Bar No. 12758
10 **HOMERO GONZALEZ, ESQ.**
11 Nevada Bar No. 15231
12 139 E. Warm Springs Road
13 Las Vegas, Nevada 89119
14 *Attorneys for Defendant,*
15 *99 CENTS ONLY STORES, LLC.*

16 **CERTIFICATE OF SERVICE**

17 Pursuant to Nev. R. Civ. P. 5(b), I certify that on 11th day of July, 2022, I served a true
18 and correct copy of the foregoing **DEMAND FOR JURY TRIAL** through the Court's ECF
19 electronic filing system, upon the following:

20 **RAMZY PAUL LADAH, ESQ.**

21 Nevada Bar No. 11405
22 **LADAH LAW FIRM**
23 517 S. Third Street.
24 Las Vegas, Nevada 89101
25 (702) 252.0055
26 Facsimile (702) 248.005
27 scott@lvattorneys.com
28 *Attorneys for Plaintiff,*
MICHELLE D. CRENSHAW

29
30 /s/ Maybelline Valle

31 An Employee of Brandon | Smerber Law Firm

139 E. WARM SPRINGS RD.
141 LAS VEGAS, NEVADA 89119
142 T. 702.380.0007 | F. 702.380.2964

143 **BRANDON | SMERBER**
144 **LAW FIRM**

BRANDON | SMERBER
 LAW FIRM

139 E. WARM SPRINGS RD.
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1 **DSST**
 2 **LEW BRANDON, JR., ESQ.**
 3 Nevada Bar No. 5880
 4 **ANDREW GUZIK, ESQ.**
 5 Nevada Bar No. 12758
 6 **HOMERO GONZALEZ, ESQ.**
 7 Nevada Bar No. 15231
 8 **BRANDON | SMERBER LAW FIRM**
 9 139 E. Warm Springs Road
 10 Las Vegas, Nevada 89119
 11 (702) 380-0007
 12 (702) 380-2964 – *facsimile*
 13 l.brandon@bsnv.law
 14 a.guzik@bsnv.law
 15 h.gonzalez@bsnvlaw.com
 16 Attorneys for Defendant,
 17 99 CENTS ONLY STORES, LLC.

DISTRICT COURT
CLARK COUNTY, NEVADA

13 MICHELLE D. CRENSHAW, an individual;
 14 Plaintiff,
 15 vs.
 16 99 CENTS ONLY STORES, LLC.; DOES I
 17 through XXX, inclusive and ROE BUSINESS
 18 ENTITIES I through XXX, inclusive,
 19 Defendants.

CASE NO.: A-22-854101-C
 DEPT. NO.: 19

DISCLOSURE STATEMENT
PURSUANT TO NRCP 7.1

21 The undersigned counsel of record for Defendant, 99 CENTS ONLY STORES, LLC.,
 22 hereby certifies that to their knowledge, Defendant, 99 CENTS ONLY STORES, LLC., is a
 23 limited liability company with no publicly held company owning ten percent (10%) or more of
 24 99 CENTS ONLY STORES, LLC.

25 ///
 26 ///
 27 ///
 28 ///

1 There are no other known interested parties other than those identified.

2 DATED this 11th day of July, 2022.

3 **BRANDON | SMERBER LAW FIRM**

4
5 /s/ Lew Brandon, Jr., Esq.
6 **LEW BRANDON, JR., ESQ.**

7 Nevada Bar No. 5880
8 **ANDREW GUZIK, ESQ.**
9 Nevada Bar No. 12758
10 **HOMERO GONZALEZ, ESQ.**
11 Nevada Bar No. 15231
12 139 E. Warm Springs Road
13 Las Vegas, Nevada 89119
14 (702) 384-8424
15 (702) 384-6568 - *facsimile*
16 *Attorneys for Defendant,*
17 *99 CENTS ONLY STORES LLC*

18 **CERTIFICATE OF SERVICE**

19 Pursuant to Nev. R. Civ. P. 5(b), I certify that on 11th day of July, 2022, I served a true
20 and correct copy of the foregoing **DISCLOSURE STATEMENT PURSUANT TO NRCP 7.1**
21 through the Court's ECF electronic filing system, upon the following:

22
23 **RAMZY PAUL LADAH, ESQ.**
24 Nevada Bar No. 11405
25 **LADAH LAW FIRM**
26 517 S. Third Street.
27 Las Vegas, Nevada 89101
28 (702) 252.0055
29 Facsimile (702) 248.005
30 scott@lvattorneys.com
31 *Attorneys for Plaintiff,*
32 *MICHELLE D. CRENSHAW*

33
34 /s/ Maybelline Valle
35 An Employee of Brandon | Smerber Law Firm

1 **REQT**
 2 **LEW BRANDON, JR., ESQ.**
 3 Nevada Bar No. 5880
 4 **ANDREW GUZIK, ESQ.**
 5 Nevada Bar No. 12758
 6 **HOMERO GONZALEZ, ESQ.**
 7 Nevada Bar No. 15231
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 13 l.brandon@bsnv.law
 14 a.guzik@bsnv.law
 15 h.gonzalez@bsnvlaw.com
 16 Attorneys for Defendant,
 17 99 CENTS ONLY STORES, LLC.

18 **DISTRICT COURT**
 19 **CLARK COUNTY, NEVADA**

20 MICHELLE D. CRENSHAW, an individual;

21 Plaintiff,

22 vs.

23 99 CENTS ONLY STORES, LLC.; DOES I
 24 through XXX, inclusive and ROE BUSINESS
 25 ENTITIES I through XXX, inclusive,

26 Defendants.

27 CASE NO.: A-22-854101-C
 28 DEPT. NO.: 19

NRCP 16.1(A)(1)(C)
REQUEST FOR
COMPUTATION OF
DAMAGES AND
DISCLOSURE OF
SUPPORTING
DOCUMENTS AND NRCP
16.1(a)(1)(A)(iii) REQUEST
FOR MEDICAL PROVIDER
IDENTITY

29 Pursuant to NRCP 16.1(a)(1)(C), Defendant, 99 CENTS ONLY STORES LLC., hereby
 30 requests that Plaintiff, MICHELLE D. CRENSHAW, provide, within 30 days of this Request, a
 31 computation of any and all categories of damages claimed by Plaintiff, including making available
 32 for inspection and copying as under Rule 34 the documents or other evidentiary matter, not
 33 privileged or protected from disclosure, on which such computation is based, including materials
 34

35 ///

1 bearing on the nature and extent of injuries suffered.

2 DATED this 11th day of July, 2022.

3 **BRANDON | SMERBER LAW FIRM**

4 /s/ Lew Brandon, Jr., Esq.

5 **LEW BRANDON, JR., ESQ.**

6 Nevada Bar No. 5880

7 **ANDREW GUZIK, ESQ.**

8 Nevada Bar No. 12758

9 **HOMERO GONZALEZ, ESQ.**

10 Nevada Bar No. 15231

11 139 East Warm Springs Road

12 Las Vegas, Nevada 89119

13 *Attorneys for Defendant,*

14 *99 CENTS ONLY STORES, LLC.*

15 **CERTIFICATE OF SERVICE**

16 Pursuant to Nev. R. Civ. P. 5(b), I certify that on 11th day of July, 2022, I served a true
17 and correct copy of the foregoing **NRCP 16.1(A)(1)(C) REQUEST FOR COMPUTATION**
18 **OF DAMAGES AND DISCLOSURE OF SUPPORTING DOCUMENTS AND NRCP**
19 **16.1(a)(1)(A)(iii) REQUEST FOR MEDICAL PROVIDER IDENTITY** through the Court's
20 ECF electronic filing system, upon the following:

21 **RAMZY PAUL LADAH, ESQ.**

22 Nevada Bar No. 11405

23 **LADAH LAW FIRM**

24 517 S. Third Street.

25 Las Vegas, Nevada 89101

26 (702) 252.0055

27 Facsimile (702) 248.005

28 scott@lvattorneys.com

Attorneys for Plaintiff,

MICHELLE D. CRENSHAW

29 /s/ Maybelline Valle

30 An Employee of Brandon | Smerber Law Firm

31 139 E. WARM SPRINGS RD.
32 LAS VEGAS, NEVADA 89119
33 T. 702.380.0007 | F. 702.380.2964

34 **BRANDON | SMERBER**
35 **LAW FIRM**

1 CSRE
 2 LEW BRANDON, JR., ESQ.
 3 Nevada Bar No. 5880
 4 ANDREW GUZIK, ESQ.
 5 Nevada Bar No. 12758
 6 HOMERO GONZALEZ, ESQ.
 7 Nevada Bar No. 15231
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 14 a.guzik@bsnv.law
 15 h.gonzalez@bsnvlaw.com
 16 Attorneys for Defendant,
 17 99 CENTS ONLY STORES, LLC.

18 DISTRICT COURT
 19 CLARK COUNTY, NEVADA

20 MICHELLE D. CRENSHAW, an individual;

21 Plaintiff,

22 vs.

23 99 CENTS ONLY STORES, LLC.; DOES I
 24 through XXX, inclusive and ROE BUSINESS
 25 ENTITIES I through XXX, inclusive,

26 Defendants.

27 CASE NO.: A-22-854101-C
 28 DEPT. NO.: 19

CONSENT TO SERVICE BY
ELECTRONIC MEANS
THROUGH E-FILING
PROGRAM

29 The undersigned parties hereby consent to service of documents by electronic means through
 30 the Court's e-filing program on behalf of the following parties: 99 CENTS ONLY STORES, LLC.

31 Documents served by electronic means must be transmitted to the following persons at
 32 the e-mail addresses listed: l.brandon@bsnv.law; a.guzik@bsnv.law; and h.gonzalez@bsnvlaw.com

33 It is my understanding that the attachments may be transmitted to the program in any
 34 format and will be converted to a PDF file before service is effected.

1 REA
2 RAMZY PAUL LADAH, ESQ.
3 Nevada Bar No. 11405
4 ADRIAN KARIMI, ESQ.
5 Nevada Bar No. 13514
6 LADAH LAW FIRM
7 517 S. Third Street
8 Las Vegas, NV 89101
9 litigation@ladahlaw.com
10 T: 702.252.0055
11 F: 702.248.0055
12 Attorneys for Plaintiff

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 MICHELLE D. CRENSHAW, an individual;
11 Plaintiff,
12 vs.
13 99 CENTS ONLY STORES, LLC.; DOES I
14 through XXX, inclusive and ROE BUSINESS
15 ENTITIES I through XXX, inclusive,
16 Defendants.

17 CASE NO. A-22-854101-CDEPT. NO. 19REQUEST FOR EXEMPTION FROM
ARBITRATION

18 COMES NOW Plaintiff, MICHELLE CRENSHAW, by and through her counsel of
19 record, RAMZY P. LADAH, ESQ., and ADRIAN KARIMI, ESQ., of the LADAH LAW FIRM,
20 and hereby requests the above-entitled matter be exempted from arbitration pursuant to Nevada
21 Arbitration Rules 3 and 5 as this case involves an amount in issue in excess of \$50,000.00
22 exclusive of interests and costs.

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1 **I. FACTUAL BACKGROUND**

2 This is a negligence case arising from a slip and fall occurring on August 7, 2020, at which
 3 time Defendant, 99 CENTS ONLY STORE (“DEFENDANT”) either owned, managed, controlled,
 4 or in some other way was in charge of the premises, located at 45 N. Nellis Blvd., City of Las
 5 Vegas, County of Clark, State of Nevada. Plaintiff was a guest of Defendant and whilst walking
 6 through the premises, she slipped and fell in a high traffic pedestrian area. As a result, Plaintiff was
 7 injured.

8 **II. DAMAGES**

9 Defendants negligence directly and proximately caused Plaintiff to sustain permanent and
 10 disabling injuries as described herein requiring medical care and treatment including, but not
 11 limited to conservative treatment, pain management, and chiropractic care. The following are
 12 incident-related medical expenses incurred to date:

13 **PLAINTIFFS MEDICAL EXPENSES:**

14 Valley Hospital	\$4,670.00
15 Desert Radiologists	\$266.00
16 Shadow Emergency Physicians	\$853.00
17 CVS Pharmacy	\$97.58
18 Spinal Rehabilitation Center	\$6,328.00
19 Urgent Care Nevada, LLC	\$334.00
20 Las Vegas Radiology	\$4,650.00
21 Desert Radiologists	\$669.02
22 DiMuro Pain Management	\$6,610.00
23 DiMuro Facilities Services	\$26,018.00
24 W. Azzoli, MD Anesthesiology	\$2,590.00
25 Las Vegas Neurosurgical Institute	\$1,525.00
26 TOTAL:	\$54,610.60

27 **Plaintiff remains in the process of gathering up to date records and bills, and as such the
 28 above is an estimate that will be supplemented. Plaintiff's medical records and bills are available
 upon request.*

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1 **III. LEGAL ARGUMENT**

1 A. **Good Cause Exists To Grant The Arbitration Exemption Because This Action**
 2 **Has A Probable Jury Award Value Exceeds \$50,000**

3 The purpose of the ADR program is to provide a “simplified procedure for obtaining a
 4 prompt and equitable resolution in certain civil matters.” Only civil actions that have a “probable
 5 jury award value not in excess of \$50,000 per plaintiff” should be subject to the ADR program.
 6 NAR 3(A). In this case Plaintiff’s future medical treatment, future surgical procedure(s), damages,
 7 and pain and suffering value will exceed \$50,000.000.

8 B. **Good Cause Exists to Grant The Arbitration Exemption Because This Action Raises**
 9 **an Issue of Public Policy:**

10 The purpose of the ADR program is to provide a “simplified procedure for obtaining a
 11 prompt and equitable resolution in certain civil matters.” Only civil actions that do not have
 12 “significant issues of public policy” should be subject to the ADR program. NAR 3(A). In this
 13 case, Plaintiff was not fairly compensated from Plaintiff’s UM/UIM automobile coverage when
 14 Plaintiff made the premium payments. Therefore, Defendant breached the Covenant of Good Faith
 15 and Fair Dealing by its violation of provisions of the Unfair Claims Practices Act (NRS §
 16 686A.310). Specifically, by “failing to affirm or deny coverage of claims within reasonable time
 17 after proof of loss requirements have been completed and submitted by the insured” and by “Failing
 18 to effectuate prompt, fair and equitable settlements of claims in which liability of the insurer has
 19 become reasonably clear.” Accordingly, this Honorable Commissioner should grant Plaintiff’s
 20 Request in its entirety.

22 NAR 5(a) further provides:

23 **Exemptions from arbitration.**

24 A party claiming an exemption from the program pursuant to Rule 3(A) on grounds
 25 other than the amount in controversy, the presentation of significant issues of public
 26 policy, or the presentation of unusual circumstances that constitute good cause for
 27 removal from the program will not be required to file a request for exemption if the
 28 initial pleading specifically designates the category of claimed exemption in the
 caption. Otherwise, if a party believes that a case should not be in the program, that
 party must file with the commissioner a request to exempt the case from the program
 and serve the request on any party who has appeared in the action. The request for
 exemption must be filed within 20 days after the filing of an answer by the first

answering defendant, and the party requesting the exemption must certify that his or her case is included in one of the categories of exempt cases listed in Rule 3. The request for exemption must also include a summary of facts which supports the party's contentions. *For good cause shown, an appropriate case may be removed from the program upon the filing of an untimely request for exemption;* however, such filing may subject the requesting party to sanctions by the commissioner

In this case, Plaintiffs' total past medical damages totals Twenty-Four Thousand Six Hundred Ninety-One Dollars and Ninety-One Cents (\$24,691.91), which is expected to increase. This amount combined with pain and suffering renders a value amount sufficient to exempt this matter pursuant to NAR 3(A) and 5(A). Plaintiff also continues to suffer from pain in her back which may lead to future medical treatment.

10 | IV. CONCLUSION

11 Plaintiff's above-described injuries necessitated medical care and treatment, affected his
12 daily life and enjoyment of life, and is anticipated to require future treatment. In conjunction with
13 Plaintiff's known past medical damages *alone* already total well in excess of \$50,000.00. As such,
14 this matter should be allowed to proceed to jury trial.

15 I hereby certify pursuant to N.R.C.P. 11, this case to be within the exemption marked above
16 and to be aware of the sanctions that may be imposed against any attorney or party who without
17 good cause or justification attempts to remove a case from the arbitration program.

18 DATED this 19th day of August, 2022.

LADAH LAW FIRM

/s/ Adrian Karimi, Esq.
RAMZY PAUL LADAH, ESQ.
Nevada Bar No. 11405
ADRIAN KARIMI, ESQ.
Nevada Bar No. 13514
517 S. Third Street
Las Vegas, NV 89101
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), on this 5th day of August, 2022, a true and complete copy of

3 REQUEST FOR EXEMPTION FROM ARBITRATION was served on the following interested
4 parties by the action(s) indicated below:

Lew Brandon, Esq.

Andrew Guzik, Esq.

Homero Gonzales, Esq.

BRANDON | SMERBER LAW FIRM

139 E. Warm Springs Road

Attorneys for Defendants

10 | Method of Service

11 **Electronic Service:** I caused said document to be delivered by electronic means upon all
12 eligible electronic recipients via the United States District Court CM/ECF system or
Clark County District Court E-Filing system (Odyssey)

/s/ *Skylar P. Cataneo*

An employee of Ladah Law Firm